



JOHN J. TECKLENBURG  
MAYOR

*City of Charleston*  
*South Carolina*  
*Clerk of Council Department*

VANESSA TURNER MAYBANK  
CLERK OF COUNCIL

**NOTICE OF MEETING**

A meeting of the Committee on Real Estate will be held beginning at 3:00 p.m., January 25, 2016, at City Hall, First Floor Conference Room, 80 Broad Street. The agenda will be as follows:

**AGENDA**

Invocation

**Approval of Minutes:** January 12, 2016

- a.) Request approval of the Resolution granting the Mayor discretion not to terminate the Purchase and Sale Agreement dated December 15, 2015, between the City of Charleston and 99 WestEdge Developer, LLC (TMS: a portion of 460-00-00-013; 99 WestEdge)
- b.) Request approval of the Resolution expressing the City's intention to reimburse from the first available TIF bond proceeds both the City and MUSC for any costs incurred on account of either party's agreement to guaranty certain costs for public improvements supporting WestEdge relating to the infrastructure payment required in the Purchase and Sale Agreement dated December 15, 2015 for the sale of a portion of 180 Lockwood [TMS: a portion of 460-00-00-013; Horizon Redevelopment Project Area (the "TIF District"), 99 WestEdge]
- c.) Authorize Mayor to execute the attached Lease Amendment between the City (Landlord) and Member II, Inc. (Tenant) whereby the City agrees to allow Tenant, as part of a restaurant kitchen improvement project, to install an above ground grease trap and a vent-less hood with a fire suppression system. (TMS: 459-09-03-147; Ann Street – Visitor's Center Parking Garage – Retail Space) [Ordinance]

a.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: January 26, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 99 WestEdge

TMS: Portion of 460-00-00-013

**ACTION REQUEST:** Request approval of the Resolution granting the Mayor discretion not to terminate the Purchase and Sale Agreement dated December 15, 2015, between the City of Charleston and 99 WestEdge Developer, LLC.

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input type="checkbox"/>
Legal Department	<u>James J. Cantwell</u>	<input checked="" type="checkbox"/>
Chief Financial Officer		<input checked="" type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci by FC</u>	<input checked="" type="checkbox"/>
	<u>with permission</u>	<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved? Yes ☐ No ☐

\*If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: January 26, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 99 WestEdge

TMS: Portion of 460-00-00-013

**ACTION REQUEST:** Request approval of the Resolution granting the Mayor discretion not to terminate the Purchase and Sale Agreement dated December 15, 2015, between the City of Charleston and 99 WestEdge Developer, LLC.

**ACTION: What action is being taken on the Property mentioned?**

☐ **ACQUISITION**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **PURCHASE**  
Terms: \_\_\_\_\_

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **Donation**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_

☒ **SALE**      Seller (Property Owner) City of Charleston      Purchaser 99 West Edge Developers, LLC

☐ **NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

☒ **OTHER**  
Terms: \_\_\_\_\_

Request approval of the Resolution granting the Mayor the discretion not to terminate the Purchase and Sale Agreement dated December 15, 2015, between the City of Charleston and 99 WestEdge Developer, LLC for failure of the Financing Contingency and to allow the same to proceed to a Closing after January 31, 2016, provided:

1. The Mayor remains satisfied that the Purchaser is expeditiously moving toward meeting the Financing Contingency;
2. For each 15 day period beyond January 31, 2016 that the Closing has not occurred, the Purchaser delivers the City an amount equal to \$25,000, which amount shall be applicable to the Purchase Price in the event the Closing occurs, but which amount shall be non-refundable
3. In no event shall the Mayor authorize the Closing to occur after

## COMMERCIAL REAL ESTATE FORM

March 15, 2016 without an amendment to the Purchase and Sale Agreement duly authorized by Ordinance of the City.

☐ **EASEMENT** | Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

☐ **PERMANENT**  
Terms: \_\_\_\_\_

☐ **TEMPORARY**  
\_\_\_\_\_

☐ **LEASE** Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_

☐ **INITIAL**  
Terms: \_\_\_\_\_

☐ **RENEWAL**  
Terms: \_\_\_\_\_

☐ **AMENDMENT**  
Terms: \_\_\_\_\_

☐ **Improvement of Property**

Owner: \_\_\_\_\_  
Terms: \_\_\_\_\_  
\_\_\_\_\_

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: \_\_\_\_\_

Signature: Colleen Carducci by FE with permission  
Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

**NEED:** Identify any critical time constraint(s).



## RESOLUTION

WHEREAS, on December 15, 2015, the City of Charleston ,as Seller, and 99 West Edge Developer, LLC, as Purchaser, entered into an Agreement for the Purchase and Sale of Real Property pertaining to a portion of a parcel of land owned by the City bearing Charleston County Tax Map No. 460-00-00-013 (the “Agreement”); and

WHEREAS, as a condition precedent to the City’s obligation to close, 99 West Edge Developer, LLC is to provide evidence reasonably satisfactory to the City of a Construction Loan and/or other funds in place sufficient and available to complete the construction of the Project as defined in the Agreement (the “Financing Contingency”); and

WHEREAS, the Agreement calls for a closing date as on or before February 1, 2016; and

WHEREAS, 99 West Edge Developer, LLC is pursuing financing as contemplated by the Agreement, but will need additional time to finalize requirements of its lender; and

WHEREAS, City Council deems it appropriate and in the public interest that the Mayor be given discretion not to terminate the Agreement for the failure of the Financing Contingency and to allow the Agreement to proceed to Closing after February 1, 2016, upon the conditions as hereafter set forth.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Charleston that the Mayor be, and hereby is, granted the discretion not to terminate the Agreement for failure of the Financing Contingency and to allow the same to proceed to closing after February 1, 2016, provided:

1. The Mayor is satisfied that 99 West Edge Developer, LLC is expeditiously moving toward meeting the Financing Contingency;
2. For each 15 day period (or part thereof) beyond February 1, 2016 that the Closing has not occurred, 99 West Edge Developer, LLC delivers to the City an amount equal to \$25,000, which amount shall be applicable to the Purchase Price in the event Closing occurs, but which amounts shall be non-refundable; and
3. In no event shall the Mayor authorize Closing to occur after March 15, 2016 without an amendment to the Purchase and Sale Agreement duly authorized by Ordinance of the City.

DONE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council




b.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: January 26, 2016  
FROM: Colleen Carducci DEPT: BFRC  
ADDRESS: Horizon Redevelopment Project Area (the "TIF District"), 99 WestEdge  
TMS: Portion of 460-00-00-013

**ACTION REQUEST:** Request approval of the Resolution expressing the City's intention to reimburse from the first available TIF bond proceeds both the City and MUSC for any costs incurred on account of either party's agreement to guaranty certain costs for public improvements supporting WestEdge relating to the infrastructure payment required in the Purchase and Sale Agreement dated December 15, 2015 for the sale of a portion of 180 Lockwood.

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	<u></u>	<input type="checkbox"/>
Legal Department	<u></u>	<input checked="" type="checkbox"/>
Chief Financial Officer	<u></u>	<input checked="" type="checkbox"/>
Director Real Estate Management	<u></u>	<input checked="" type="checkbox"/>
	<u></u>	<input type="checkbox"/>

**FUNDING:** Was funding needed? \* Yes ☐ No ☐

If yes, was funding previously approved? Yes ☐ No ☐

\*If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

\* Funding will be designated from the first bond proceeds available within the TIF District.

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: January 26, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Horizon Redevelopment Project Area (the "TIF District"), 99 WestEdge

TMS: Portion of 460-00-00-013

**ACTION REQUEST:** Request approval of the Resolution expressing the City's intention to reimburse from the first available TIF bond proceeds both the City and MUSC for any costs incurred on account of either party's agreement to guaranty certain costs for public improvements supporting WestEdge relating to the infrastructure payment required in the Purchase and Sale Agreement dated December 15, 2015 for the sale of a portion of 180 Lockwood.

**ACTION:** What action is being taken on the Property mentioned?

*SAB 1/15/16*

<input type="checkbox"/>	<b>ACQUISITION</b>	<b>Seller</b> (Property Owner) _____	<b>Purchaser</b> <u>City of Charleston</u>
<input type="checkbox"/>	<b>DONATION/TRANSFER</b>	Donated By: _____	
<input type="checkbox"/>	<b>FORECLOSURE</b>	Terms: _____	
<input type="checkbox"/>	<b>PURCHASE</b>	Terms: _____	
<input type="checkbox"/>	<b>CONDEMNATION</b>	Terms: _____	
<input type="checkbox"/>	<b>OTHER</b>	Terms: _____	

<input type="checkbox"/>	<b>SALE</b>	<b>Seller</b> (Property Owner) _____	<b>Purchaser</b> _____
<input type="checkbox"/>	<b>NON-PROFIT ORG, please name</b>	_____	
<input type="checkbox"/>	<b>OTHER</b>	Terms: _____	

<input type="checkbox"/>	<b>EASEMENT</b>	<b>Grantor</b> (Property Owner) _____	<b>Grantee</b> _____
<input type="checkbox"/>	<b>PERMANENT</b>	Terms: _____	
<input type="checkbox"/>	<b>TEMPORARY</b>	_____	



**COMMERCIAL REAL ESTATE FORM**

☐ **LEASE**      Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_

☐ **INITIAL**  
Terms: \_\_\_\_\_

☐ **RENEWAL**  
Terms: \_\_\_\_\_

☐ **AMENDMENT**  
Terms: \_\_\_\_\_

☒ **Improvement of Property**

Owner: City of Charleston

Terms: In the event either or both of the City and MUSCF makes payment pursuant to its 50% Guaranty set forth in the December 15, 2015 Purchase and Sale Agreement, prior to any other disbursement of TIF Proceeds (except with the consent of MUSCF and City), the City shall reimburse itself and MUSCF from said TIF Proceeds the full amount paid under each such 50% Guaranty.

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: \_\_\_\_\_

Signature: Colleen Carducci  
Director Real Estate Management

**ADDITIONAL :** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

**NEED:** Identify any critical time constraint(s).



## A RESOLUTION

EXPRESSING THE INTENTION TO REIMBURSE THE CITY AND THE MEDICAL UNIVERSITY OF SOUTH CAROLINA FOUNDATION FOR ANY COSTS INCURRED ON ACCOUNT OF EITHER PARTY'S AGREEMENT TO GUARANTY CERTAIN COSTS FOR PUBLIC IMPROVEMENTS SUPPORTING WESTEDGE

As an incident to the adoption of this Resolution, City Council of the City of Charleston makes the following findings of fact:

Pursuant to the "Tax Increment Financing Law" codified at Title 31, Chapter 6, Code of Laws of South Carolina, 1976 as amended (the "**TIF Act**") the City of Charleston (the "**City**") is authorized to establish redevelopment project areas, issue obligations to carry out a redevelopment project and pay redevelopment project costs, each as defined in the TIF Act. In accordance with the foregoing, the City Council of the City ("**City Council**") by ordinance (the "**TIF Ordinance**") adopted December 16, 2008, established the Horizon Redevelopment Project Area (the "**TIF District**"). The Redevelopment Plan attached to the TIF Ordinance describes the expectation that certain public improvements will be funded by revenues generated by the TIF Ordinance (the "**TIF Revenues**") or will be financed by borrowings secured by a pledge of revenues generated by the TIF District.

The City and the Medical University of South Carolina Foundation ("**MUSCF**" and together with the City, the "**Supported Organizations**") joined in the establishment of the Horizon Project Foundation, Inc. ("**HPF**"), a South Carolina non-profit corporation, the primary function of which is to support (i) the education, research and clinical funding activities of MUSCF on behalf of its supported organizations and (ii) the City's objective to create economic development opportunities and improved quality of life in its neighborhoods, by working to implement the redevelopment project plan for the development of the certain lands, located wholly within the TIF District, and known as the "Horizon Redevelopment Project Area" (and sometimes referred to as "**WestEdge**").

The Supported Organizations and HPF entered into that certain Master Option Agreement dated December 16, 2014 granting HPF the right to acquire fee simple title and/or easements and other possessory rights in and to any or all of the lands, owned and/or controlled by City and MUSCF, identified within the Master Option Agreement (which lands comprise the majority of WestEdge and are located wholly within the TIF District (the "**Contributed Lands**").

The City, as owner of an approximately 2.73 acre parcel located at the corner of Lockwood and Fishburne Streets (the "**99 WestEdge Parcel**"), which parcel lies within the TIF District, but is not a portion of the Contributed Lands, and 99 West Edge Developer, LLC ("**99 WE Developer**") entered into that certain Agreement for the Purchase and Sale of Real Property dated December 15, 2015 (the "**99 WestEdge PSA**"), contemplating, among other things:

(i) the sale of a portion of the 99 WestEdge Parcel (the “**Developer Parcel**”) to 99 WestEdge Developer and its construction thereon of a retail and residential mixed use project (the “**Developer Project**”)

(ii) the entry into a Development Agreement at the closing of said sale, whereby 99 WE Developer would construct a parking deck and other improvements (the “**City 99 WestEdge Improvements**”) on the portion of the 99 WestEdge Parcel retained by the City (the “**City Deck Project**” and together with the Developer Project, the “**99 WestEdge Project**”); and

(iii) the entry into an Infrastructure Development Agreement (the “**IDA**”) between 99 WestEdge Developer and HPF, whereby HPF will engage the 99 WestEdge Developer to construct certain public hardscape and landscape improvements, as contemplated by the Master Development Plan for the Horizon District, within the rights of way of WestEdge Street and Fishburne Street, as well as upon portions of the Developer Parcel, including a pedestrian plaza at the intersection of Fishburne Street and Horizon Street (to be renamed WestEdge Street) (hereinafter collectively referred to as the “**Street Improvements**”) and providing that HPF shall reimburse 99 WestEdge Developer for the costs of construction of the Street Improvements, including 99 WestEdge Developer’s costs of capital allocable to such construction costs (the “**Street Improvement Costs**”), within 12 months after 99 WestEdge Developer’s completion of the Street Improvements and the 99 WestEdge Project.

Section 9.4 of the 99 WestEdge PSA provides that:

...[a] condition precedent to 99 WestEdge Developer’s obligation to enter into such IDA is that [City] and [MUSCF] each agree that any amount of [the Street Improvement Costs] that is not paid to 99 WestEdge Developer by HPF, shall be paid to Purchaser, 50% by [City] and 50% by MUSCF (each a “50% Guaranty”). [City] agrees to give its 50% Guaranty in the event the IDA is executed by HPF and 99 WestEdge Developer and MUSCF gives its 50% Guaranty. The 50% Guaranty authorized herein shall not exceed \$3,735,536 without further approval by City Council.

In order to evidence the City’s intention to reimburse itself for any payment made pursuant to Section 9.4 above, and to offer assurance to MUSCF that any payment it similarly makes will likewise be reimbursed, the City wishes to provide that each of the City and MUSCF will be reimbursed directly from the first available proceeds from TIF bonds issued in connection with the TIF Ordinance (“**TIF Proceeds**”).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA:

SECTION 1. City Council confirms all the findings of fact contained in the recitals of this Resolution.

SECTION 2. In the event either or both of the City and MUSCF makes payment pursuant to its 50% Guaranty set forth in 9.4 above, prior to any other disbursement of TIF Proceeds (except with the consent of MUSCF and City), the City shall reimburse itself and MUSCF from said TIF Proceeds the full amount paid under each such 50% Guaranty. In payment of the foregoing, each dollar shall be paid 50% to City and 50% to MUSCF unless and until such party has been paid in full.

SECTION 3. City staff is instructed to develop with MUSCF, and the Mayor is expressly authorized to enter into, any and all necessary correspondence or agreements to provide MUSCF with adequate assurance that it may rely on the payment structure set forth in Section 2 above.

DONE IN MEETING DULY ASSEMBLED, on January 26, 2016.

CITY OF CHARLESTON, SOUTH CAROLINA

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, Clerk of City Council of Charleston, South Carolina, DO HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of a Resolution adopted by the said City Council, having been read at a duly called and regularly held meetings at which a quorum attended and remained throughout on January 26, 2016.

That the said Resolution is now in full force and effect and has not been modified, amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my Hand this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Clerk of City Council of the City of Charleston,  
South Carolina

C.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: 1/25/16

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Ann Street – Visitor's Center Parking Garage – Retail Space

TMS: 4590903147

**Action Request:**

Authorize Mayor to execute the attached Lease Amendment between the City (Landlord) and Member II, Inc. (Tenant) whereby the City agrees to allow Tenant, as part of a restaurant kitchen improvement project, to install an above ground grease trap and a vent-less hood with a fire suppression system.

**ORDINANCE:** Is an ordinance required? Yes ☒ No ☐

**COORDINATION:** The request has been coordinated with:

*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input type="checkbox"/>
Legal Department	<u>Frances J. Cantwell</u>	<input checked="" type="checkbox"/>
Chief Financial Officer	<u>Amy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved?\* Yes ☐ No ☐

If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

**\*Commercial Property and Community & Housing Development have an additional form.**

# COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: 1/25/16

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Ann Street – Visitor's Center Parking Garage – Retail Space

TMS: 4590903147

ACTION REQUEST: \_\_\_\_\_

Authorize Mayor to execute the attached Lease Amendment between the City (Landlord) and Member II, Inc. (Tenant) whereby the City agrees to allow Tenant, as part of a restaurant kitchen improvement project, to install an above ground grease trap and a vent-less hood with a fire suppression system.

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☐

**ACTION:** What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

☐ **FORECLOSURE**  
Terms: \_\_\_\_\_

☐ **PURCHASE**  
Terms: \_\_\_\_\_

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

☐ **SALE** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

☐ **EASEMENT** Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

☐ **PERMANENT** \_\_\_\_\_

## COMMERCIAL REAL ESTATE FORM

Terms: \_\_\_\_\_

☐

TEMPORARY

Terms: \_\_\_\_\_

☒

LEASE

Lessor: \_\_\_\_\_

Lessee: \_\_\_\_\_

☐

INITIAL

Terms: \_\_\_\_\_

☐

RENEWAL

Terms: \_\_\_\_\_

☒

AMENDMENT

The City agrees to amend the April 16<sup>th</sup>, 1996 Lease Agreement with Member II, Inc. to include approval for Tenant, as part of a restaurant kitchen improvement project, to install an above ground grease trap and a vent-less hood with a fire suppression system.

Terms: All other terms and conditions remain the same.

☐

Improvement of Property

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: \_\_\_\_\_

Signature: \_\_\_\_\_

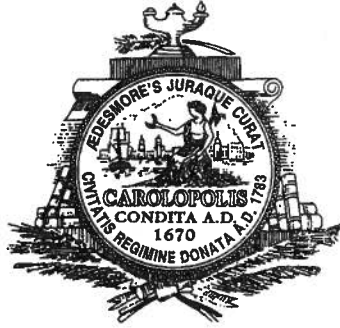
*Collin Carducci*

Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

**NEED:** Identify any critical time constraint(s).





Ratification  
Number \_\_\_\_\_

## AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY AN AMENDMENT TO THE LEASE AGREEMENT DATED APRIL 16, 1996 ORIGINALLY BETWEEN THE CITY AND ANN STREET ASSOCIATES, L.L.C., SUBSEQUENTLY ASSIGNED TO MEMBER II, INC., PERTAINING TO APPROXIMATELY 8,640 SQUARE FEET OF SPACE LOCATED IN AN AREA COMMONLY KNOWN AS THE VISITOR'S RECEPTION AND TRANSPORTATION CENTER.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. The Mayor is hereby authorized to execute on behalf of the City an Amendment to the Lease Agreement dated April 16, 1996, originally between the City and Ann Street Associates, L.L.C., subsequently assigned to Member II, Inc., pertaining to approximately 8,640 square feet of space located in an area commonly known as the Visitor's Reception and Transportation Center, a copy of said Amendment being attached hereto as Exhibit A and made a part hereof.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_ day of  
\_\_\_\_\_ in the Year of Our Lord, 2016,  
and in the \_\_\_\_<sup>th</sup> Year of the Independence of  
the United States of America

\_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

# LEASE AMENDMENT

WHEREAS, the Lessor and Lessee entered into a Lease Agreement (hereinafter referred to as the "Lease") on April 16, 1996, wherein the Lessor leased to Lessee the below described premises located on Ann Street, Charleston, South Carolina, pursuant to the terms and conditions as set out therein, subject to the covenants, conditions, and stipulations therein contained.

**fried foods on site may, with prior written approval of the Lessor and with all appropriate regulatory permits, utilize an interior above ground grease trap and a vent-less cooking system with a fire suppression system.**

2. In all other respects, the Lease entered into by and between the Lessor and Lessee remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their Hands and Seals the day and year first above written.

IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE CITY OF CHARLESTON,  
LESSOR

By: \_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

MEMBER II, INC.,  
LESSEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_